

<b>REQUEST FOR QUOTATION</b> <i>(THIS IS NOT AN ORDER)</i>		THIS RFQ IS A SMALL BUSINESS SET-ASIDE		x		PAGE OF PAGES	
		THIS RFQ IS NOT A SMALL BUSINESS SET-ASIDE				1	18
1. REQUEST NO. 98SQ810213	2. DATE ISSUED 01/15/98	3. REQUISITION/PURCHASE REQUEST NO. 98W85010011		4. CERT FOR NAT. DEF UNDER BDSA REG. 2 AND/OR DMS REG. 1		RATING	
5a. ISSUED BY Bureau of Reclamation, PO Box 25007, D-7810, Denver, CO, 80225-0007				6. DELIVER BY (Date) 04/30/1998			
5b. FOR INFORMATION CALL (NO COLLECT CALLS) Evelyn M. Tate				7. DELIVERY FOB:			
TELEPHONE NUMBER		FAX NUMBER		X		DESTINATION	
AREA CODE	NUMBER	AREA CODE	NUMBER			OTHER (SEE SCHEDULE)	
303	236-8040 X228	303	236-8630	a. NAME OF CONSIGNEE BUREAU OF RECLAMATION			
8. TO:				b. STREET ADDRESS PO BOX 25007			
a. NAME		b. COMPANY		c. CITY DENVER			
c. STREET ADDRESS				d. STATE CO		e. ZIP CODE 80225-0007	
d. CITY		e. STATE	f. ZIP CODE				
10. PLEASE FURNISH QUOTATIONS TO THE ISSUING OFFICE IN BLOCK 5A ON OR BEFORE CLOSE OF BUSINESS (Date) 01/26/1998		IMPORTANT: This is a request for information, and quotations furnished are not offers. If you are unable to quote please so indicate on this form and return it to the address in Block 5A. This request does not commit the Government to pay any costs incurred in the preparation of the submission of this quotation or to contract for supplies or services. Supplies are of domestic origin unless otherwise indicated by quoter. Any representations and/or certifications attached to this Request for Quotations must be completed by the quoter.					
11. SCHEDULE (Include applicable Federal, State and local taxes)							
ITEM NO. (a)	SUPPLIES/SERVICES (b)		QUANTITY (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	
1	LAYOUT AND DESIGN OF BROCHURE "A NEW ERA FOR WATER MANAGEMENT: THE WATER CONSERVATION FIELD SERVICES PROGRAM."		1	EA			
12. DISCOUNT FOR PROMPT PAYMENT		a. 10 CALENDAR DAYS (%)	b. 20 CALENDAR DAYS (%)	c. 30 CALENDAR DAYS (%)		d. CALENDAR DAYS	
						NUMBER	PERCENTAGE
NOTE: Additional provisions and representations <input type="checkbox"/> are <input type="checkbox"/> are not attached							
13. NAME AND ADDRESS OF QUOTER				14. SIGNATURE OF PERSON AUTHORIZED TO SIGN QUOTATION		15. DATE OF QUOTATION	
a. NAME OF QUOTER				16. SIGNER			
b. STREET ADDRESS							
c. COUNTY				a. NAME (Type or print)		b. TELEPHONE	
d. CITY				e. STATE		AREA CODE	
				f. ZIP CODE		c. TITLE (Type or print)	
						NUMBER	

**STATEMENT OF WORK**

**“MANAGING WESTERN WATER SUPPLIES: RECLAMATION'S  
WATER CONSERVATION FIELD SERVICES PROGRAM”  
(BOOKLET)**

**Purpose/Justification for Booklet**

This booklet will replace an existing brochure explaining Reclamation's water conservation program. An updated version is necessary because the current supply is almost depleted and significant changes to the program have occurred since the original brochure was printed. Water conservation is one of Reclamation's primary initiatives, and the new Water Conservation Field Services Program reflects this emphasis. The new booklet will also serve as an informational and educational tool for the general public and special interest groups, explaining how they can participate in or benefit from Reclamation's water conservation activities.

**Contract Requirements**

Provide design and layout services for the booklet, including camera-ready boards or disk and four-color formatted copy (to be used for printing), as explained in the Statement of Work below.

**Specifications**

Product: Booklet, Saddle-Stitched  
Document Size: 5 1/2" x 8 1/2"  
No. Of Pages: 12 to 16  
Four-color Process: Covers and Text  
Preparation of 3 charts (information provided)  
Color Photos/or Slides: 5 (provided)  
Draft Text of Booklet Provided (hard copy and disk in WP 6.0 format)

**Statement of Work**

All meetings for the contract will be held at Reclamation's Program Analysis Office, Denver Federal Center, Building 67. Close coordination between the Contractor and the CTR is essential to assure that work meets the CTR's needs and is completed in the time period specified.

**Task 1: Conceptual Design**

1. The Contractor shall complete and deliver 3 conceptual designs of the booklet no later than 14 calendar days after the date the contract is awarded. The Contractor shall follow these instructions:
  - (a) Conceptual designs shall consist of the front cover and the first 2 pages of text. The Contractor shall submit a four-color format of the designs. The Contractor may use scenic photos (not provided), line art, other visual art, or a combination of these elements in the conceptual designs.
  - (b) The Contractor shall review the copy of the booklet text provided by the CTR to assist in determining appropriate conceptual designs.
  - (c) The Contractor shall include the title of the booklet, *Managing Western Water Supplies: Reclamation's Water Conservation Field Services Program*, on the front cover of all conceptual designs. The Contractor may choose to use a smaller font for part of the title (e.g., *Reclamation's Water Conservation Field Services Program*) and a larger font for the remainder of the title (i.e., *Managing Western Water Supplies*).
  - (d) Conceptual designs shall be the same size as the document, 5 1/2" x 8 1/2" (see Specifications).
2. Upon receipt of the 3 conceptual designs, the CTR will have 5 calendar days to review and notify the Contractor of the selected conceptual design. The selected design may be one of the Contractor's submitted designs "as is;" however, the CTR reserves the right to require the Contractor to make additional changes to the design.

**Task 2: Preparation of front, inside front, and back covers**

1. After the CTR gives the Contractor written notification that the conceptual design has been selected, the Contractor shall have 5 calendar days to prepare and deliver a draft copy of the front, inside front, and back covers. This draft must be in a 4-color format and must include all text, as written in the copy furnished by the CTR.
2. The CTR will have 3 calendar days to review the draft front, inside front, and back covers and give the Contractor written notification of any necessary changes.
3. The Contractor shall make the suggested changes and deliver a second draft of the front, inside front, and back covers in 4-color format within 3 calendar days.
4. The CTR will have 3 calendar days to review the second draft and provide the Contractor with written acceptance of the front, inside front, and back covers.
5. The Contractor shall have 3 calendar days after receiving written acceptance of the second draft to make the changes specified by the CTR and deliver the camera-ready boards or disk. If a disk format is used, the Contractor shall deliver a four-color formatted copy of the front, inside front, and back covers to the CTR within 3 calendar days after receiving written acceptance of the final designed covers. Software must be compatible with the printing industry, such as Correl. Draw or Quark Express. Office graphic applications such as Word, WordPerfect, Harvard Graphics, or Powerpoint are not acceptable.

**Task 3: Preparation of booklet text and graphics**

2. The Contractor shall receive the booklet text by disk in WordPerfect 6.0 format. A hard copy of the text will also be provided, along with information for preparing 3 charts or graphs and 5 color photos or slides that will be placed in the locations specified in the copy provided by the CTR. The Contractor will be allowed 14 calendar days to complete and deliver a four-color formatted first draft of the text, graphics, and photo design and layout.
3. The CTR will be given 5 calendar days to review the first draft and provide the Contractor, in writing, any necessary comments and/or changes.

4. The Contractor shall make any changes requested by the CTR and deliver the second draft of the layout to the CTR in 7 calendar days.
5. The CTR will be given 3 calendar days to review the second draft of the layout and provide the Contractor, in writing, any necessary comments and/or changes.
6. If necessary, the Contractor shall make any changes required by the CTR and deliver a four-color formatted third draft to the CTR within 3 calendar days.
4. If necessary, the CTR will be given 3 calendar days to review the third draft and determine if additional changes are necessary.
5. If necessary, the Contractor shall make any changes required by the CTR and deliver a four-color formatted final draft to the CTR within 3 calendar days.
6. The Contractor shall be given 5 calendar days after receiving written acceptance of the booklet's layout and design to complete and deliver the camera-ready boards or disk. If a disk format is used, the Contractor shall deliver the disk, plus a 4-color formatted copy of the layout within the same 5 calendar days. If using a disk format, the software must be compatible with the printing industry, such as Correl. Draw or Quark Express. Office graphic applications such as Word, WordPerfect, Harvard Graphics, or Powerpoint are not acceptable.

## **DRAFT BROCHURE TEXT**

### **"MANAGING WESTERN WATER SUPPLIES:**

### **RECLAMATION'S WATER CONSERVATION FIELD SERVICES PROGRAM "**

#### *INSIDE FRONT COVER (INCLUDE LOG O):*

*The Bureau of Reclamation, an agency within the Department of the Interior, manages water and related resources in an environmentally and economically sound manner in the best interest of the American public. Initially charged with building water storage and delivery projects throughout the West, Reclamation now focuses on maintaining existing projects and applying its considerable skills to explore and implement efficient water management techniques. In addition to providing water for agricultural and municipal uses, water from Reclamation projects is essential to meet the needs of Native American communities and for hydroelectricity production, recreational use, and fish and wildlife habitat.*

#### **INTRODUCTION**

Established in 1902, the Bureau of Reclamation's primary purpose was to supply dependable water for agricultural use. Today, water from Reclamation projects irrigates 10 million acres of cropland, about one-fourth of the irrigated acreage in the West. This water is also essential to meet the needs of Native Americans and municipalities; protect fish and wildlife, including endangered species; support recreation opportunities; enhance the environment; and lessen the devastation of drought.

In the early 1900s, Reclamation served a population of 10 million people. That figure spiraled to close to 76 million in 1997, with additional growth expected. As demands on the West's water supplies continue to grow, so will the need to effectively manage this limited resource.

As the largest water wholesaler in the West, Reclamation is in a unique position to help resolve western water issues. Recognizing the opportunities offered by this stewardship role, we are committed to be a leader, cooperating with water users and other interested groups to discover and implement evermore efficient water management practices, thereby ensuring adequate supplies for current and future generations.

*MAP of Reclamation Regional/Area Offices. Caption: Reclamation serves the 17 states west of the Mississippi River. Each of Reclamation's Area Offices provides technical, financial, and educational assistance to water districts and other water users.*

*SIDEBAR: "Through leadership, use of technical expertise, efficient operations, responsive customer service, and the creativity of people, Reclamation will seek to protect local economies and preserve natural resources and ecosystems through the effective use of water." Reclamation's Vision Statement*

#### **THE PROGRAM**

Reclamation's *Water Conservation Field Services Program* is a new and proactive approach to increase assistance to water users and encourage efficient water management practices. Through this program, personnel from Reclamation Area Offices are available to provide on-the-ground, personalized service in technical, financial, and educational areas. The program emphasizes the many opportunities Reclamation can offer water users--including nearly 1,000 water districts using Reclamation-supplied water--to help them achieve their water management goals.

*SIDEBAR: "Water conservation continues to be one of our highest priorities. In addressing water efficient "best management practices," one size does not fit all. That is why Reclamation's Water Conservation Field Services Program provides extensive, individual technical and financial assistance to our water users." Reclamation Commissioner Eluid Martinez*

*GRAPH 2: Reclamation water deliveries totaled 28.5 million acre-feet in 1992 (9.3 billion gallons). This includes 23.8 million acre-feet (7.7 billion gallons) for irrigation, 2.8 million acre-feet (.9 billion gallons) for municipal and industrial use, and 1.9 million acre-feet (.5 billion gallons) for other nonagricultural uses.*

*CAPTION: Reclamation Water Uses*

The *Water Conservation Field Services Program* focuses on customer service and assistance at the local level. Each year, Reclamation's Area Offices review local water management needs and concerns and update their program in four major areas:

- planning assistance
- demonstration of innovative technologies
- implementation of effective practices
- education, training, and sharing of technology

A description for each of these areas follows.

#### **PLANNING ASSISTANCE**

Reclamation also provides local suppliers (usually water districts) with assistance to plan effective water management practices. Reclamation personnel are available to:

- Conduct field visits to assist with water conservation plans
- Assist with planning surveys and designs, water budgets and investigations, studies, and evaluations
- Facilitate planning among districts by encouraging and negotiating partnerships and agreements
- Coordinate technical assistance through partnerships and agreements among organizations

Reclamation has prepared a guidebook, *Achieving Efficient Water Management: A Guidebook for Preparing Agricultural Water Conservation Plans*, as a planning tool for water districts. This guide explains the purpose, planning processes, and potential measures to ensure effective water management.

Reclamation is helping the Tualatin Valley Irrigation District evaluate the use of their water and related resources in new and exciting ways. The district, located 35 miles west of Portland, Oregon, is facing unique water management challenges due to urban sprawl within and around district boundaries. Reclamation is providing technical and financial assistance to establish a district-wide Geographic Information System to re-map district boundaries, water conveyance facilities, easements, and other important resources. The finished product will become part of the Tualatin District's Water Conservation Plan.

*GRAPH 3: GIS Information (Darrell Dyke). Photo Caption:*

*ELIMINATE?? SIDEBAR: Reclamation's 1997-2002 Strategic Plan commits the agency to review 100 percent of water conservation plans developed by Reclamation water users to ensure implementation of all plans required by law or contract, and to use incentive-based strategies to encourage implementation of plans not required by law or contract by the year 2002.*

#### **DEMONSTRATION OF INNOVATIVE TECHNOLOGIES**

The *Water Conservation Field Services Program* also promotes demonstration of effective water management practices and technologies. In support of local programs, Reclamation can:

- Assist with research, evaluation, demonstration, and implementation activities
- Sponsor specific conservation demonstration projects and activities
- Coordinate financial assistance for joint projects and partnerships with other agencies

Reclamation is assisting the Mirage Flats Irrigation District in Nebraska implement an irrigation scheduling demonstration project. The system uses a valve that provides surges of water rather than a constant flow, which results in less run-off. The project is a cooperative effort with the Natural Resource Conservation Service, the Upper Niobrara-White Natural Resource District, and the University of Nebraska. The objective of the new system is to protect the underlying aquifer's water quality and increase reliable water supplies. Located in western Nebraska, the project provides irrigation water for 11,700 acres using surface and ground water supplies. Through a cost-sharing agreement with the Mirage Flats District, Reclamation is also funding part of a demonstration canal lining project intended to further conserve water and alleviate impacts to ground water supplies.

*Photos 1 and 2: Photo Caption: Personnel from Reclamation's Nebraska-Kansas Area Office and the Mirage Flats Irrigation District inspect placement of a surge valve on an irrigation pipeline.*

#### **IMPLEMENTATION OF EFFECTIVE PRACTICES**

Encouraging the use of effective water management practices is a major part of Reclamation's *Water Conservation Field Services Program*. Reclamation staff is available to:

- Assist water districts with implementing water conservation plans
- Provide funds for implementation through cost-sharing activities
- Facilitate partnerships with other organizations to conduct implementation activities

In California, Reclamation is providing a grant to the Santa Barbara Water Agency to expand an existing program for conserving water on agricultural and large turf areas in Santa Barbara County, California. Working with the Cachuma Resource Conservation District, the Santa Barbara Water Agency will provide irrigation audits to member agencies of the Cachuma and Twitchell projects. Part of the grant will also help member agencies develop water conservation plans, produce new brochures, expand the current irrigation management program, and support the California Irrigation Management Information System (CIMIS) telephone hotline.

*Photos 3 & 4. Photo Caption: Water use on this turf is being measured to determine application rates and uniformity of use. Catch cans placed randomly throughout the turf serve as measuring devices (photo courtesy of Cachuma Resource Conservation District).*

Reclamation also is cooperating with irrigators in south-central Utah to automate water distribution on 11 canal systems. In 1993, the Richfield Irrigation Company requested a real-time monitoring station for use on a flume just downstream from their diversion structure. This system was expanded in 1994 to include solar-powered gate actuators designed by Reclamation. The canal manager estimates that the new system saves about 12 percent of the Company's water supply. Based on this success, the automation system has grown to 22 sites, including seven monitoring and control sites on diversion dams, six

monitoring sites along the central Sevier River, and nine monitoring sites along canals. The enlarged systems give irrigators a more reliable water supply and reduce water use.

*Photo 5. Photo Caption: Reclamation and Vermillion Canal Company employees work together to install a solar-powered gate actuator, which moves the gate to regulate water releases.*

*SIDEBAR: Through a cooperative agreement, Reclamation and the University of Arizona are developing an Internet/World Wide Web site that provides irrigation scheduling information for Arizona water districts. Reclamation will write the program, while the University will consult on the design of the program, provide testing on its effectiveness, and post and maintain the site after it is tested. GRAPH AVAILABLE.*

#### **EDUCATION, TRAINING, AND SHARING OF TECHNOLOGY**

Reclamation provides a variety of education and training opportunities to help water users, students, and other interested organizations learn more about water management and conservation. The agency is committed to collecting and disseminating information about water use and management through:

- Field tours
- Distributing information guides and materials
- Conducting workshops for water users, including an annual water management seminar
- Providing on-the-ground educational services for general and specific activities
- Arranging partnerships with governmental, state, and local educational organizations

Two Reclamation offices in Colorado have joined the Colorado Water Conservation Board to sponsor a pilot program, *Learning to be Water Wise and Energy Efficient*. This school-based program teaches students about wise water use by providing teachers with instructional materials and giving students hands-on tools, such as water-saving shower heads, low-flow faucet attachments, and leak detectors. Administered through the National Energy Foundation, the Water Wise program has reached 1,500 fifth-grade students in Colorado. Plans are to obtain more sponsors so an additional 10,000 Colorado students can participate.

*Photo 6. Photo Caption: Chatfield Elementary fifth graders learn to be "Water Wise" and "Energy Efficient" during the 1997 Water Festival at Mesa State College, Colorado.*

*SIDEBAR: Reclamation works closely with Federal, state, and local government agencies; school districts and universities; water user organizations; and other entities to encourage and enhance a wide variety of water conservation activities. For example, Reclamation offices throughout the West support Project WET, an interdisciplinary water education program for teachers and students. Teachers learn about atmospheric, surface, and ground water, including aspects of contemporary water management issues such as conservation, pollution, and supply and demand.*

#### **CONCLUSION**

Reclamation's *Water Conservation Field Services Program* provides water users with incentives and assistance to conserve our limited water resources. We will continue to work with water districts and other users to provide a variety of technical and financial assistance and to help build partnerships for resolving western water issues. Our long-range goal is to help individuals and organizations become more aware of the importance of managing, preserving, and learning practical ways to incorporate wise water use into every part of their daily lives.

## E.1 52.252-02 CLAUSES INCORPORATED BY REFERENCE

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available.

<b>Clause</b>	<b>Title</b>	<b>Date</b>
52.246-01	Contractor Inspection Requirements	01 Apr 84
52.246-04	Inspection Of Services Fixed Price	01 Aug 96

## SECTION F -- DELIVERIES OR PERFORMANCE

## F.1 52.252-02 CLAUSES INCORPORATED BY REFERENCE

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available.

<b>Clause</b>	<b>Title</b>	<b>Date</b>
52.211-11	Liquidated Damages--Supplies, Services, or Research and Development	01 Apr 94
52.211-13	Time Extensions	01 Apr 84
52.242-17	Government Delay Of Work	01 Apr 84
52.245-01	Property Records	01 Apr 84
52.245-02	Government Property (Fixed Price Contracts)	01 Dec 89
52.245-03	Identification of Government-Furnished Property	01 Apr 84
52.247-34	F.O.B. Destination	01 Nov 91
52.249-14	Excusable Delays	01 Apr 84

## SECTION I -- CONTRACT CLAUSES

## I.1 52.252-02 CLAUSES INCORPORATED BY REFERENCE

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available.

Clause	Title	Date
52.213-01	Fast Payment Procedure	01 Aug 88
52.213-02	Invoices	01 Apr 84
52.213-03	Notice to Suppliers	01 Apr 84
52.219-06	Notice Of Total Small Business Set-Aside	01 Jul 96
52.222-03	Convict Labor	01 Aug 96
52.222-04	Contract Work Hours and Safety Standards Act - Overtime Compensation	01 Jul 95
52.222-26	Equal Opportunity	01 Apr 84
52.222-36	Affirmative Action For Handicapped Workers	01 Apr 84
52.222-41	Service Contract Act Of 1965, As Amended	01 May 89
52.222-42	Statement Of Equivalent Rates For Federal	01 May 89
52.222-43	Fair Labor Standards Act And Service Contract Act - Price Adjustment (Multiple Year And Option)	01 May 89
52.222-44	Fair Labor Standards And Service Contract Act - Price Adjustment	01 May 89
52.222-47	Service Contract Act (SCA) Minimum Wages And Fringe Benefits	01 May 89
52.223-06	Drug Free Workplace	01 Jan 97
52.224-01	Privacy Act Notification	01 Apr 84
52.232-01	Payments	01 Apr 84
52.232-08	Discounts For Prompt Payment	01 Apr 89
52.232-18	Availability Of Funds	01 Apr 84
52.232-23	Assignment Of Claims	01 Jan 86
52.232-24	Prohibition of Assignment of Claims	01 Jan 86
52.232-25	Prompt Payment	01 Mar 94
52.233-01	Disputes	01 Oct 95
52.233-03	Protest After Award	01 Aug 96
52.237-03	Continuity Of Services	01 Jan 91
52.237-06	Incremental Payment by Contractor to Government	01 Apr 84
52.242-15	Stop-Work Order	01 Aug 89
52.243-01	Changes--Fixed Price	01 Aug 87
52.243-05	Changes and Changed Conditions	01 Apr 84
52.243-07	Notification Of Changes	01 Apr 84

52.249-01	Termination For Convenience Of The Government (Fixed Price) (Short Form)	01 Apr 84
52.249-04	Termination For Convenience Of The Government (Services) (Short Form)	01 Apr 84
52.249-05	Termination For Convenience Of The Government (Educational And Other Nonprofit Institutions)	01 Sep 96
52.249-08	Default (Fixed-Price Supply & Service)	01 Apr 84
52.249-12	Termination (Personal Services)	01 Apr 84
52.252-06	Authorized Deviations In Clauses	01 Apr 84

## I.2 52.204-03 TAXPAYER IDENTIFICATION

01-MAR-94

## 52.204-3 TAXPAYER IDENTIFICATION (MAR 1994)

## (a) Definitions.

"Common parent," as used in this solicitation provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

"Corporate status," as used in this solicitation provision, means a designation as to whether the offeror is a corporate entity, an unincorporated entity (e.g., sole proprietorship or partnership), or a corporation providing medical and health care services.

"Taxpayer Identification Number (TIN)," as used in this solicitation provision, means the number required by the IRS to be used by the offeror in reporting income tax and other returns.

(b) All offerors are required to submit the information required in paragraphs (c) through (e) of this solicitation provision in order to comply with reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M and implementing regulations issued by the Internal Revenue Service (IRS). If the resulting contract is subject to the reporting requirements described in FAR 4.903, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

## (c) Taxpayer Identification Number (TIN).

TIN: \_\_\_\_\_

TIN has been applied for. \_\_\_\_\_

TIN is not required because:

Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the U.S. and does not have an office or place of business or a fiscal paying agent in the U.S.;

Offeror is an agency or instrumentality of a Federal, state, or local government;

Other. State basis. \_\_\_\_\_

## (d) Corporate Status.

Corporation providing medical and health care services, or engaged in the billing and collecting of payments for such services;

Other corporate entity;

Not a corporate entity;

Sole proprietorship

Partnership

Hospital or extended care facility described in 26 CFR 501(c)(3) that is exempt from taxation under 26 CFR 501(a).

## (e) Common Parent.

Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this clause.

Name and TIN of common parent:

Name \_\_\_\_\_

TIN \_\_\_\_\_

## 52.232-33 MANDATORY INFORMATION FOR ELECTRONIC FUNDS TRANSFER PAYMENT (AUG 1996)

(a) Method of payment. Payments by the Government under this contract, including invoice and contract financing payments, may be made by check or electronic funds transfer (EFT) at the option of the Government. If payment is made by EFT, the Government may, at its option, also forward the associated payment information by electronic transfer. As used in this clause, the term "EFT" refers to the funds transfer and may also include the information transfer.

(b) Mandatory submission of Contractor's EFT information. (1) The Contractor is required, as a condition to any payment under this contract, to provide the Government with the information required to make payment by EFT as described in paragraph (d) of this clause, unless the payment office determines that submission of the information is not required. However, until January 1, 1999, in the event the Contractor certifies in writing to the payment office that the Contractor does not have an account with a financial institution or an authorized payment agent, payment shall be made by other than EFT. For any payments to be made after January 1, 1999, the Contractor shall provide EFT information as described in paragraph (d) of this clause.

(2) If the Contractor provides EFT information applicable to multiple contracts, the Contractor shall specifically state the applicability of this EFT information in terms acceptable to the payment office.

(c) Contractor's EFT information. Prior to submission of the first request for payment (whether for invoice or contract financing payment) under this contract, the Contractor shall provide the information required to make contract payment by EFT, as described in paragraph (d) of this clause, directly to the Government payment office named in this contract. If more than one payment office is named for the contract, the Contractor shall provide a separate notice to each office. In the event that the EFT information changes, the Contractor shall be responsible for providing the changed information to the designated payment office(s).

(d) Required EFT information. The Government may make payment by EFT through either an Automated Clearing House (ACH) subject to the banking laws of the United States or the Federal Reserve Wire Transfer System at the Government's option. The Contractor shall provide the following information for both methods in a form acceptable to the designated payment office. The Contractor may supply this data for this or multiple contracts (see paragraph (b) of this clause).

(1) The contract number to which this notice applies.

(2) The Contractor's name and remittance address, as stated in the contract, and account number at the Contractor's financial agent.

(3) The signature (manual or electronic, as appropriate), title, and telephone number of the Contractor official authorized to provide this information.

(4) For ACH payments only:

(i) Name, address, and 9-digit Routing Transit Number of the Contractor's financial agent.

(ii) Contractor's account number and the type of account (checking, saving, or lockbox).

(5) For Federal Reserve Wire Transfer System payments only:

(i) Name, address, telegraphic abbreviation, and the 9-digit Routing Transit Number for the Contractor's financial agent.

(ii) If the Contractor's financial agent is not directly on-line to the Federal Reserve Wire Transfer System and, therefore, not the receiver of the wire transfer payment, the Contractor shall also provide the name, address, and 9-digit Routing Transit Number of the correspondent financial institution receiving the wire transfer payment.

(e) Suspension of payment. (1) Notwithstanding the provisions of any other clause of this contract, the Government is not required to make any payment under this contract until after receipt, by the designated payment office, of the correct EFT payment information from the Contractor or a certificate submitted in accordance with paragraph (b) of this clause. Until receipt of the correct EFT information, any invoice or contract financing request shall be deemed not to be a valid invoice or contract financing request as defined in the Prompt Payment clause of this contract.

(2) If the EFT information changes after submission of correct EFT information, the Government shall begin using the changed EFT information no later than the 30th day after its receipt to the extent payment is made by EFT. However, the Contractor may request that no further payments be made until the changed EFT information is implemented by the payment office. If such suspension would result in a late payment under the Prompt Payment clause of this contract, the Contractor's request for suspension shall extend the due date for payment by the number of days of the suspension.

(f) Contractor EFT arrangements. The Contractor shall designate a single financial agent capable of receiving and processing the electronic funds transfer using the EFT methods described in paragraph (d) of this clause. The Contractor shall pay all fees and charges for receipt and processing of transfers.

(g) Liability for uncompleted or erroneous transfers. (1) If an uncompleted or erroneous transfer occurs because the Government failed to use the Contractor-provided EFT information in the correct manner, the Government remains responsible for (i) making a correct payment, (ii) paying any prompt payment penalty due, and (iii) recovering any erroneously directed funds.

(2) If an uncompleted or erroneous transfer occurs because Contractor-provided EFT information was incorrect at the time of Government release of the EFT payment transaction instruction to the Federal Reserve System, and--

(i) If the funds are no longer under the control of the payment office, the Government is deemed to have made payment and the Contractor is responsible for recovery of any erroneously directed funds; or

(ii) If the funds remain under the control of the payment office, the Government retains the right to either make payment by mail or suspend the payment in accordance with paragraph (e) of this clause.

(h) EFT and prompt payment. (1) A payment shall be deemed to have been made in a timely manner in accordance with the Prompt Payment clause of this contract if, in the EFT payment transaction instruction given to the Federal Reserve System, the date specified for settlement of the payment is on or before the prompt payment due date, provided the specified payment date is a valid date under the rules of the Federal Reserve System.

(2) When payment cannot be made by EFT because of incorrect EFT information provided by the Contractor, no interest penalty is due after the date of the uncompleted or erroneous payment transaction, provided that notice of the defective EFT information is issued to the Contractor within 7 days after the Government is notified of the defective EFT information.

(i) EFT and assignment of claims. If the Contractor assigns the proceeds of this contract as provided for in the Assignment of Claims clause of this contract, the assignee shall provide the assignee EFT information required by paragraph (d) of this clause. In all respects, the requirements of this clause shall apply to the assignee as if it were the Contractor. EFT information which shows the ultimate recipient of the transfer to be other than the Contractor, in the absence of a proper assignment of claims acceptable to the Government, is incorrect EFT information within the meaning of paragraph (e) of this clause.

(j) Payment office discretion. If the Contractor does not wish to receive payment by EFT methods for one or more payments, the Contractor may submit a request to the designated payment office to refrain from requiring EFT information or using the EFT payment method. The decision to grant the request is solely that of the Government.

(k) Change of EFT information by financial agent. The Contractor agrees that the Contractor's financial agent may notify the Government of a change to the routing transit number, Contractor account number, or account type. The Government shall use the changed data in accordance with paragraph (e)(2) of this clause. The Contractor agrees that the information provided by the agent is deemed to be correct information as if it were provided by the Contractor. The Contractor agrees that the agent's notice of changed EFT data is deemed to be a request by the Contractor in accordance with paragraph (e)(2) that no further payments be made until the changed EFT information is implemented by the payment office.

I.4 52.232-34

OPTIONAL INFORMATION FOR ELECTRONIC FUNDS  
TRANSFER PAYMENT

01-AUG-96

52.232-34 OPTIONAL INFORMATION FOR ELECTRONIC FUNDS TRANSFER PAYMENT (AUG 1996)

(a) Method of payment. (1) Except as provided in paragraph (a)(2) of this clause, after the Contractor provides the information described in paragraph (d) of this clause, in accordance with paragraph (b) of this clause, payments by the Government under this contract, including invoice and contract financing payments, may be made by check or electronic funds transfer (EFT) at the option of the Government. If payment is made by EFT, the Government may, at its option, also forward the associated payment

information by electronic transfer. As used in this clause, the term "EFT" refers to the funds transfer and may also include the information transfer.

(2) Notwithstanding the provision of this clause making the furnishing of EFT information optional, the Contractor shall furnish the EFT information described in paragraph (d) for any payment to be made after January 1, 1999.

(b) Contractor consent. (1) If the Contractor is willing to be paid by EFT, the Contractor shall provide the EFT information described in paragraph (d) of this clause. The Contractor agrees that, after providing EFT information in accordance with this clause, the Contractor cannot withdraw the Government's right to make payment by EFT for this contract.

(2) If the Contractor provides EFT information applicable to multiple contracts, the Contractor shall specifically state the applicability of this EFT information in terms acceptable to the payment office.

(c) Contractor's EFT information. Prior to submission of the first request for payment (whether for invoice or contract financing payment) under this contract, for which the Contractor desires EFT payment, the Contractor shall provide the information required to make contract payment by EFT, as described in paragraph (d) of this clause, directly to the Government payment office named in this contract. If more than one payment office is named for the contract, the Contractor shall provide a separate notice to each office. In the event that the EFT information changes, the Contractor shall be responsible for providing the changed information to the designated payment office(s).

(d) Required EFT information. The Government may make payment by EFT through either an Automated Clearing House (ACH) subject to the domestic banking laws of the United States or the Federal Reserve Wire Transfer System at the Government's option. The Contractor shall provide the following information for both methods in a form acceptable to the designated payment office. The Contractor may supply this data for this or multiple contracts (see paragraph (b) of this clause).

(1) The contract number to which this notice applies.

(2) The Contractor's name and remittance address, as stated in the contract, and account number at the Contractor's financial agent.

(3) The signature (manual or electronic, as appropriate), title, and telephone number of the Contractor official authorized to provide this information.

(4) For ACH payment only:

(i) Name, address, and 9-digit Routing Transit Number of the Contractor's financial agent.

(ii) Contractor's account number and the type of account (checking, saving, or lockbox).

(5) For Federal Reserve Wire Transfer System payments only:

(i) Name, address, telegraphic abbreviation, and the 9-digit Routing Transit Number for the Contractor's financial agent.

(ii) If the Contractor's financial agent is not directly on-line to the Federal Reserve Wire Transfer System and, therefore, not the receiver of the wire transfer payment, the Contractor shall also provide the name, address, and 9-digit Routing Transit Number of the correspondent financial institution receiving the wire transfer payment.

(e) Suspension of payment. (1) Notwithstanding the provisions of any other clause of this contract, if, after receipt of the Contractor's EFT information in accordance with paragraph (b) of this clause, the EFT information is found to be incorrect, or, for payment after January 1, 1999, if EFT information has not been furnished, then until receipt by the designated payment office of the correct EFT information from the Contractor, (i) the Government is not required to make any further payment under this contract; and

(ii) any invoice or contract financing request shall be deemed not to be a valid invoice or contract financing request as defined in the Prompt Payment clause of this contract.

(2) If the EFT information changes after submission of correct EFT information, the Government shall begin using the changed EFT information no later than the 30th day after its receipt to the extent payment is made by EFT. However, the Contractor may request that no further payments be made until the changed EFT information is implemented by the payment office. If such

suspension would result in a late payment under the Prompt Payment clause of this contract, the Contractor's request for suspension shall extend the due date for payment by the number of days of the suspension.

(f) Contractor EFT arrangements. The Contractor shall designate a single financial agent capable of receiving and processing the electronic funds transfer using the EFT methods described in paragraph (d) of this clause. The Contractor shall pay all fees and charges for receipt and processing of transfers.

(g) Liability for uncompleted or erroneous transfers. (1) If an uncompleted or erroneous transfer occurs because the Government failed to use the Contractor-provided EFT information in the correct manner, the Government remains responsible for (i) making a correct payment, (ii) paying any prompt payment penalty due, and (iii) recovering any erroneously directed funds.

(2) If an uncompleted or erroneous transfer occurs because Contractor-provided EFT information was incorrect at the time of Government release of the EFT payment transaction instruction to the Federal Reserve System, and--

(i) If the funds are no longer under the control of the payment office, the Government is deemed to have made payment and the Contractor is responsible for recovery of any erroneously directed funds; or

(ii) If the funds remain under the control of the payment office, the Government retains the right to either make payment by mail or suspend the payment in accordance with paragraph (e) of this clause.

(h) EFT and prompt payment. (1) A payment shall be deemed to have been made in a timely manner in accordance with the Prompt Payment clause of this contract if, in the EFT payment transaction instruction given to the Federal Reserve System, the date specified for settlement of the payment is on or before the prompt payment due date, provided the specified payment date is a valid date under the rules of the Federal Reserve System.

(2) When payment cannot be made by EFT because of incorrect EFT information provided by the Contractor, no interest penalty is due after the date of the uncompleted or erroneous payment transaction, provided that notice of the defective EFT information is issued to the Contractor within 7 days after the Government is notified of the defective EFT information.

(i) EFT and assignment of claims. If the Contractor assigns the proceeds of this contract as provided for in the Assignment of Claims clause of this contract, the assignee shall provide the assignee EFT information required by paragraph (d) of this clause. In all respects, the requirements of this clause shall apply to the assignee as if it were the Contractor. EFT information which shows the ultimate recipient of the transfer to be other than the Contractor, in the absence of a proper assignment of claims acceptable to the Government, is incorrect EFT information within the meaning of paragraph (e) of this clause.

(j) Payment office discretion. If, after submitting the EFT information, the Contractor does not wish to receive payment by EFT methods for one or more payments, the Contractor may submit a request to the designated payment office to refrain from using the EFT payment method. The decision to grant the request is solely that of the Government.

(k) Change of EFT information by financial agent. The Contractor agrees that the Contractor's financial agent may notify the Government of a change to the routing transit number, Contractor account number, or account type. The Government shall use the changed data in accordance with paragraph (e)(2) of this clause. The Contractor agrees that the information provided by the agent is deemed to be correct information as if it were provided by the Contractor. The Contractor agrees that the agent's notice of changed EFT data is deemed to be a request by the Contractor in accordance with paragraph (e)(2) that no further payments be made until the changed EFT information is implemented by the payment office.

## SECTION K -- REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS

## K.1 52.252-02 CLAUSES INCORPORATED BY REFERENCE

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available.

Clause	Title	Date
52.22 2-21	Certification Of Nonsegregated Facilities	01 Apr 84
52.22 2-25	Affirmative Action Compliance	01 Apr 84

## K.2 52.219-01 SMALL BUSINESS PROGRAM REPRESENTATIONS 01-JAN-97

## 52.219-1 SMALL BUSINESS PROGRAM REPRESENTATIONS (JAN 1997)

(a)(1) The standard industrial classification (SIC) code for this acquisition is 7336 (insert SIC code).

(2) The small business size standard is \$5.0 million (insert size standard).

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b) Representations. (1) The offeror represents as part of its offer that it  is,  is not a small business concern.

(2) (Complete only if offeror represented itself as a small business concern in block (b)(1) of this section.) The offeror represents as part of its offer that it  is,  is not a small disadvantaged business concern.

(3) (Complete only if offeror represented itself as a small business concern in block (b)(1) of this section.) The offeror represents as part of its offer that it  is,  is not a women-owned small business concern.

(c) Definitions. Joint venture, for purposes of a small disadvantaged business (SDB) set-aside or price evaluation preference (as prescribed at 13 CFR 124.321), is a concern that is owned and controlled by one or more socially and economically disadvantaged individuals entering into a joint venture agreement with one or more business concerns and is considered to be affiliated for size purposes with such other concern(s). The combined annual receipts or employees of the concerns entering into the joint venture must meet the applicable size standard corresponding to the SIC code designated for the contract. The majority of the venture's earnings must accrue directly to the socially and economically disadvantaged individuals in the SDB concern(s) in the joint venture. The percentage of the ownership involvement in a joint venture by disadvantaged individuals must be at least 51 percent.\*

"Small business concern," as used in this provision, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and the size standard in paragraph (a) of this provision.

"Small disadvantaged business concern," as used in this provision, means a small business concern that (1) is at least 51 percent unconditionally owned by one or more individuals who are both socially and economically disadvantaged, or a publicly owned business having at least 51 percent of its stock unconditionally owned by one or more socially and economically disadvantaged individuals, and (2) has its management and daily business controlled by one or more such individuals. This term also means a small business concern that is at least 51 percent unconditionally owned by an economically disadvantaged Indian tribe or Native Hawaiian Organization, or a publicly owned business having at least 51 percent of its stock unconditionally owned by one or more of these entities, which has its management and daily business controlled by members of an economically disadvantaged Indian tribe or Native Hawaiian Organization, and which meets the requirements of 13 CFR Part 124.

"Woman-owned small business concern," as used in this provision, means a small business concern--

(1) Which is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

(d) Notice. (1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

(2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small or small disadvantaged business concern in order to obtain a contract to be awarded under the preference programs established pursuant to sections 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall--

(i) Be punished by imposition of fine, imprisonment, or both;

(ii) Be subject to administrative remedies, including suspension and debarment; and

(iii) Be ineligible for participation in programs conducted under the authority of the Act.

## SECTION L -- INSTRUCTIONS, CONDITIONS AND NOTICES TO BIDDERS

L.1 52.252-02

## CLAUSES INCORPORATED BY REFERENCE

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available.

Clause	Title	Date
52.252-05	Authorized Deviations In Provisions	01 Apr 84